AMENDMENT OF SOLICITATION/MO	DIFICATION OF C	CONTRACT	CONTRACTIO	CODE	1 3
2. AMENDMENT/MODIFICATION NO. 3. EFI	07/10/01	4. REQUISITION/PURCH	ASE REQ. NO.	5. PROJECT N	O. (If applicable)
6. ISSUED BY CODE NO01		7. ADMINISTERED BY (	f other than Iter	m 6) CODE	
CONTRACTING OFFICER CODE 1164ER, BLDG. 64 300 HIGHWAY 361 NAVSURFWARCENDIV CRANE, IN 47522-5001 812-854-5269 ROGER BRETT					
8. NAME AND ADDRESS OF CONTRACTOR (No., stre	et, county, State and	I ZIP Code)	(X) 9A. AMEND	MENT OF SOLIC	CITATION NO.
				(SEE ITEM 11) 06/14/0	
				FICATION OF CO	ONTRACT/ORDER NO.
CODE FACI	LITY CODE		TOB. DATE	J ISEL ITEM 137	
		AMENDMENTS OF	SOLICITATI	ONS	
The above numbered solicitation is amended as set forth				is extended,	is not extended.
Offer must acknowledge receipt of this amendment prior to the			-	the following meth	iods:
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT Of virtue of this amendment you desire to change an offer already the solicitation and this amendment, and is received prior to the	a reference to the solici OFFERS PRIOR TO THI submitted, such change	E HOUR AND DATE SPECIF e may be made by telegram	oers. FAILURE ÓF IED MAY RESULT	YOUR ACKNOWL IN REJECTION OF	EDGEMENT TO BE YOUR OFFER. If by
12. Accounting and Appropriation Data (If required)		<b>2</b> ,			
13. THIS ITEM APPLI					
IT MODIFIES THE  (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (S)  10A.		DER NO. AS DESCE ANGES SET FORTH IN ITE			FORDER NO. IN ITEM
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD appropriation date, etc). SET FORTH IN ITEM 14, PUR	FIED TO REFLECT THE SUANT TO THE AUTHO	ADMINISTRATIVE CHANGE PRITY OF FAR 43.103(b).	S (such as change	es in paying office,	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO	PURSUANT TO AUTH	ORITY OF:			
D. OTHER (Specify type of modification and authority)					<u>.</u>
	required to sign this doc			to the issuing offic	·······························
14. DESCRIPTION OF AMENDMENT/MODIFICATION / SEE PAGES 2-3.	Organized by UCF se	ction headings, including	g solicitation/cor	ntract subject m	atter where teasible.)
Except as provided herein, all terms and conditions of force and effect.  15A. NAME AND TITLE OF SIGNER (Type or print)	the document referen	nced in Item 9A or 10A,			s unchanged and in full
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES	S OF AMERICA		16C, DATE SIGNED
(Signature of person authorized to sign)		(Signatu	re of Contracting	_	DM 20 (PEV 1/1-93)

N00164-01-R-0068 Amendment 0001 Page 2 of 3

This amendment is issued to make the following changes.

1. Section "E" The clause ACCEPTANCE VERIFICATION is changed to the following.

ACCEPTANCE VERIFICATION (5608)

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within <u>60</u> days after receipt of supplies/services at NAVSURFWARCENDIV Crane. Supplies that are accepted at origin will be accepted within 10 days of being tendered for acceptance.

2. Section "F" The following clause is added.

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER; NAVSURFWARCDIV; CRANE, IN 47522-5011; Mark For: Bldg. 3235; Attn: Steve Milah Code 6093

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is <u>closed</u> on Saturdays and Sundays.

3. Section "H Add the following clause.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center P.O. Box 8000 Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677

FAX: (909) 273-5200

Internet: http://www.gidep.corona.navy.mil

4. Section "I" The following clauses are added.

NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD (6009)

Each first article approved under this contract shall serve as a manufacturing standard for the corresponding production items delivered hereunder.

52.242-04	Certification of Indirect Costs	Jan
	Commercial and Government Entity (CAGE) Code Reporting	Mar
252.204-7004	Buy American Act—Trade Agreement-Balance of Payments Program	Apr
<u> </u>		Jan
252.227-7036	Declaration Of Technical Data Conformity	

## The following clauses are deleted.

252.225-7001	Buy American Act and Balance of Payments Program	Mar
	Qualifying Country Sources as Subcontractors	Dec
252.225-7002	Identification of Expenditures in the United States	Dec
252.225-7005	Buy American ActNorth American Free Trade Agreement Implementation Act-Balance	Mar
252.225-7036		
	Of Payments Program	Aug
252.225-7037	Duty-Free Entry-Eligible End Products	Dec
252.246-7001	Warranty of Data (Dec 1991)Alternate I	Dec
252.246-7001	Warranty of Data (Dec 1991)Alternate II	

5. Section "L" Add the following clause.

## ALTERNATE PROPOSALS

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

- 6. There are some Purchasing specifications available that are called out in the battery specification. Vendors who intend to submit a proposal in response to the solicitation may request a copy of the specifications from the Contracting Officer.
- 7. Pricing history is provided as an attachment to this amendment.

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1987/12	F4260084C1228		FGZ	260 3,857.00 1,002,820.00 EA 81855 EAGLE-PICHER
1987/11	F4260084C1228		FGZ	260 3,857.00 1,002,820.00 EA 81855 EAGLE-PICHER
1986/04	F4260084C1228		FGZ	260 3,857.00 1,002,820.00 EA 81855 EAGLE-PICHER
1985/04	F4260084C1228		FGZ	260 3,722.00 967,720.00 EA 81855 EAGLE-PICHER
1984/09	F4260084C1228		FGZ	
1984/09	F4260084C1363		FGZ	30 6,872.00 206,160.00 EA 81855 EAGLE-PICHER
1981/05	F4260081C0744		FGZ	360 4,606.00 1,658,160.00 EA 81855 EAGLE-PICHER
1981/05	F4260081C0744		FGZ	348 4,809.00 1,673,532.00 EA 81855 EAGLE-PICHER
1981/05	F4260081C0744		FGZ	30 5,096.00 152,880.00 EA 81855 EAGLE-PICHER
1981/05	F4260081C0744		FGZ	310 5,203.00 1,612,930.00 EA 81855 EAGLE-PICHER